

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION

MARIA BROMLEY and KLEBER	§	
PAUTA, on behalf of themselves and all	§	CASE NO. 1:20-CV-439
others similarly situated,	§	
	§	
<i>Plaintiffs,</i>	§	
	§	
vs.	§	CLASS ACTION COMPLAINT
	§	
SXSW, LLC and SXSW HOLDINGS,	§	
INC.,	§	
	§	
<i>Defendants,</i>	§	DEMAND FOR JURY TRIAL

**PLAINTIFFS' CLASS ACTION COMPLAINT**

Plaintiffs Maria Bromley and Kleber Pauta, individually, and on behalf of all others similarly situated, by and through counsel, bring this action against SXSW, LLC and SXSW Holdings, Inc. Plaintiffs' allegations herein are based upon personal knowledge and belief as to their own acts, upon the investigation of their counsel, and upon information and belief as to all other matters.

**INTRODUCTION**

1. Plaintiffs bring this action on behalf of themselves and a class of similarly situated purchasers of wristbands, passes, badges and tickets to South by Southwest, an annual festival held in Austin, Texas.

2. Defendants SXSW, LLC and SXSW Holdings, Inc. (collectively, "SXSW") are the entities that schedule, oversee, organize and manage South by Southwest, which consists of parallel film, interactive media, and music festivals and conferences that take place in mid-March.

3. This year, the South by Southwest Festival was scheduled to be held from March 13 to March 22, 2020. Due to the spread of COVID-19, however, the City of Austin issued an order canceling the 2020 Festival.

4. After learning of the cancellation, Plaintiffs and other similarly situated purchasers contacted SXSW for refunds. Instead of providing refunds for a festival that did not occur through no fault of Plaintiffs or the Class, SXSW offered only to allow purchasers to use their festival credentials to gain admission to one of the next three South by Southwest Festivals, as well as 50% off the walk-up rate during one of the other subsequent years.

5. Plaintiffs and the Class do not necessarily plan to attend future Festivals, however, and even SXSW has acknowledged that future Festivals may not occur.

6. SXSW also has confirmed that it will not provide refunds to Plaintiffs and the Class in connection with the cancellation of the 2020 Festival.

7. Accordingly, Plaintiffs, on behalf of themselves and all other persons who purchased wristbands, tickets, passes, and badges to the 2020 South by Southwest Festival, bring this action for breach of contract and unjust enrichment in order to recover monies paid for a festival that never occurred.

### **PARTIES**

#### **Plaintiff Maria Bromley**

8. Plaintiff Maria Bromley is a resident of the Commonwealth of Massachusetts and currently resides in Hingham, Massachusetts.

9. On or about February 3, 2020, Plaintiff Bromley purchased a “Platinum” badge from SXSW for approximately \$1,670, which included \$1,600 for registration and \$70 for meals and merchandise.

**Exhibit 1 - Page 3 of 20**

10. Once Plaintiff Bromley learned that the 2020 South by Southwest Festival was cancelled, she contacted SXSW by telephone to request a cash refund.

11. SXSW's representative advised Plaintiff Bromley that it would not provide cash refunds in connection with the cancellation of the 2020 South by Southwest Festival.

12. On or about March 9, 2020, Plaintiff Bromley sent an email to Reg@SXSW.com requesting a cash refund for the cancelled event. SXSW has failed to respond to her email.

13. On or about April 1, 2020, Plaintiff Bromley received a separate email from SXSW offering to defer her badge to use for the 2021, 2022 or 2023 Festival. The email also states that the offer will expire on April 30, 2020.

**Plaintiff Kleber Pauta**

14. Plaintiff Kleber Pauta is a resident of Colorado and currently resides in Denver, Colorado.

15. On or about November 25, 2019, Plaintiff Pauta purchased a badge from SXSW for approximately \$1,020.

16. On March 6, 2020, Plaintiff Pauta received an email message from SXSW stating that the Festival had been cancelled.

17. Once Plaintiff Pauta learned that the 2020 South by Southwest festival had been cancelled, he emailed SXSW to request a cash refund.

18. SXSW did not respond to Plaintiff Pauta's email message until April 23, 2020, when it informed him that its "stated registration policy has always been no refunds[.]" and SXSW would not issue him a refund in connection with the 2020 festival.

**Exhibit 1 - Page 4 of 20**

19. On or about April 1, 2020, Plaintiff Pauta received a separate email from SXSW offering to defer his badge to use for the 2021, 2022 or 2023 Festival. The email also states that the offer will expire on April 30, 2020.

**Defendants**

20. SXSW, LLC is a Texas limited liability company with its principal place of business located at 1400 Lavaca Street, Austin, Texas. It may be served with process upon its registered agent for service of process, Sheri Furley at 1400 Lavaca Street, Suite 1100, Austin Texas 78701, or wherever she may be found.

21. SXSW Holdings, Inc. is a Texas corporation with its principal place of business located in Austin, Texas. It may be served with process upon its registered agent for service of process, Roland Swenson at 400 Bowie Street, Austin, Texas 78703, or wherever he may be found.

22. Defendants are collectively referred to herein as “SXSW” or “Defendants.”

**JURISDICTION AND VENUE**

23. This Court has subject matter jurisdiction of this action pursuant to 28 U.S.C. § 1332(d)(2), the Class Action Fairness Act of 2005, because: (i) there are 100 or more class members, (ii) there is an aggregate amount in controversy exceeding \$5,000,000, exclusive of interest and costs, and (iii) there is minimal diversity because at least one plaintiff and Defendants are citizens of different States.

24. This Court has personal jurisdiction over SXSW because both SXSW, LLC and SXSW Holdings, Inc. are formed under the laws of the State of Texas, have corporate headquarters located in Austin, Texas, conduct substantial business in the District, and a substantial part of the acts and omissions complained of occurred in the District.

25. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 because Defendants are headquartered in this district, transact business in this district, are subject to personal jurisdiction in this district, and therefore are deemed to be citizens of this district, and because a substantial part of the events or omissions giving rise to the claims occurred in this District. In addition, the agreement into which SXSW entered with Plaintiffs and every member of the Class contains a forum selection clause that vests exclusive jurisdiction over this action “in United States federal and state courts located in Austin, Texas”.

### **FACTUAL ALLEGATIONS**

#### **The South by Southwest Festival**

26. SXSW hosts the South by Southwest Festival annually in mid-March, in Austin, Texas.

27. The Festival consists of multiple “tracks” of programming relating to film, interactive media, music, gaming, conferences and musical performances.

28. In order to gain admission to the Festival and programming tracks, attendees are required to purchase wristbands, tickets, passes, or badges.

29. SXSW offers “Interactive,” “Film” or “Music” badges that provide “primary entry to programming associated with their badge type and . . . secondary access to most other SXSW events[,]” as well as communal amenities such as food courts, awards shows and expositions.<sup>1</sup> For the 2020 Festival, the cost of each of these badges ranged from \$1,020 to \$1,395, depending on when the badge was purchased and whether any additional options were purchased.

---

<sup>1</sup> <https://www.sxsw.com/attend/#chart>

**Exhibit 1 - Page 6 of 20**

30. SXSW also offers “Platinum” badges, which grant primary access to all official SXSW events. For the 2020 Festival, the Platinum badge cost approximately \$1,700 depending on the purchase date.

31. Attendees also may purchase Film festival, Music festival or Gaming Expo wristbands, which cost upwards of \$225 for the 2020 festival.

32. After accounting for travel and room and board, participants who plan to attend the festival in its entirety can expect to spend thousands of dollars.

33. SXSW collectively refers to wristbands, tickets, passes, and badges as “Credentials,” and makes them available for purchase through its website.

34. In order to purchase Credentials, SXSW requires purchasers to agree to its Participation and Credentials Terms and Conditions (“PCT&C”), a copy of which are attached hereto as **Exhibit A**. The PCT&C include several provisions relevant to this action.

35. The PCT&C contain a choice-of-law provision that states they “are governed by the laws of the State of Texas, without regard to its principles of conflicts of laws[,]” and that “Participant[s] and SXSW [t]hereby irrevocably submit to the exclusive jurisdiction of the United States federal and state courts located in Austin, Texas . . . .” Texas law thus governs the claims of each and every Class member.

36. The PCT&C also include a “Refund and Revocation Policy” that provides that “SXSW may, in its sole discretion and at any time determined by SXSW, cancel, revoke, or refuse . . . Credentials, purchases, and/or hotel reservations made through SXSW.” The Refund and Revocation Policy also states that SXSW “does not issue refunds under any circumstances” and that “[a]ny and all payments made to SXSW are not refundable for any reason[.]”

**Exhibit 1 - Page 7 of 20**

37. Through the Refund and Revocation Policy SXSXW purports to reserve the right to retain any and all monies paid for credentials and passes regardless of whether SXSXW elects to put on the festival.

38. If enforced, however, the Refund and Revocation policy would render the PCT&C an unenforceable, illusory, unilateral option contract that allows SXSXW to sell Credentials, cancel the Festival for any or no reason whatsoever, and retain all customer payments while leaving Plaintiffs and the Class without a remedy.

39. Accordingly, the SXSXW Refund and Revocation policy is unlawful, unconscionable and unenforceable.

40. However, the PCT&C also incorporate a severability clause that states, in pertinent part, that “[i]n the event that any term or provision of these Terms is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other term or provision hereof (which will remain in effect) . . . .” The PCT&C, and its choice of law provision, thus remain enforceable, notwithstanding the invalidity and unenforceability of the Refund and Revocation policy.

**The 2020 South by Southwest Festival**

41. The 2020 Festival was scheduled to run from March 13, 2020 until March 22, 2020.

42. Despite reports of COVID-19 spreading during early 2020, on February 28, 2020, SXSXW informed the public that the SXSXW 2020 event was “proceeding as planned” and that despite some cancellations, the event was on par with past years.<sup>2</sup> SXSXW then allowed prospective attendees to continue to purchase tickets.

---

<sup>2</sup> <https://twitter.com/sxsw/status/1234612205531934726> (last visited Apr. 22, 2020).

**Exhibit 1 - Page 8 of 20**

43. On March 6, 2020, the 2020 Festival was canceled due to the COVID-19 pandemic and the City of Austin's local state of emergency declaration.

44. On March 12, 2020, in response to mounting requests for refunds by ticketholders due to the cancelled 2020 Festival, SXSW issued a statement stating that no refunds would be provided for 2020 festival ticket purchases.<sup>3</sup>

45. Instead of providing refunds, SXSW offered the ability to "[d]efer your badge to 2021, 2022, or 2023, and [g]et 50% off the walk-up rate in an alternate year of your choosing between 2021 and 2023[.] This offer is non-transferable and available only to you."<sup>4</sup>

46. SXSW has acknowledged, however, that it cannot be certain that future festivals will occur.

47. SXSW has, in effect, shifted the burden of the COVID-19 pandemic onto festivalgoers like Plaintiffs and the Class, individuals who in these desperate times may sorely need the money they paid to SXSW for a festival that never occurred.

**CLASS ALLEGATIONS**

48. Plaintiffs bring this action, individually, and on behalf of a nationwide class, pursuant to Federal Rule of Civil Procedure 23(a), 23(b)(2), and/or 23(b)(3), defined as follows:

All persons in the United States who purchased Credentials for the 2020 South by Southwest festival in Austin, Texas.

Excluded from the Class are: (a) Defendants; (b) Defendants' affiliates, agents, employees, officers and directors; and (c) the judge assigned to this matter, the judge's staff, and any member

---

<sup>3</sup> <https://www.sxsw.com/news/2020/sxsw-update-registration-deferral-details-and-more/> (last visited Apr. 22, 2020).

<sup>4</sup> *Id.*



**Exhibit 1 - Page 9 of 20**

of the judge's immediate family. Plaintiffs reserve the right to modify, change, or expand the various class definitions set forth above based on discovery and further investigation.

49. **Numerosity**: Upon information and belief, the Class is so numerous that joinder of all members is impracticable. While the exact number and identity of individual members of the Class is unknown at this time, such information being in the sole possession of Defendants and obtainable by Plaintiffs only through the discovery process, Plaintiffs believe, and on that basis allege, that the Class consists of hundreds of thousands of people. The number of Class members can be determined based on SXSW's records.

50. **Commonality**: Common questions of law and fact exist as to all members of each Class. These questions predominate over questions affecting individual Class members. These common legal and factual questions include, but are not limited to

- a. Whether SXSW should be required to provide refunds for its 2020 festival;
- b. Whether SXSW breached the PCT&C by refusing to issue refunds for the 2020 festival;
- c. Whether SXSW's Refund and Revocation Policy is severable from the PCT&C;
- d. Whether SXSW was unjustly enriched by its conduct; and
- e. Whether SXSW has converted monies Plaintiffs and the Class paid for Credentials.

51. **Typicality**: Plaintiffs have the same interest in this matter as all Class members, and Plaintiffs' claims arise out of the same set of facts and conduct as the claims of all Class members. Plaintiffs' and Class members' claims all arise out SXSW's uniform conduct and statements.

**Exhibit 1 - Page 10 of 20**

52. **Adequacy**: Plaintiffs have no interest that conflicts with the interests of the Class, and are committed to pursuing this action vigorously. Plaintiffs have retained counsel competent and experienced in complex consumer class action litigation. Accordingly, Plaintiffs and their counsel will fairly and adequately protect the interests of the Class.

53. **Superiority**: A class action is superior to all other available means of fair and efficient adjudication of the claims of Plaintiffs and members of the Class. The injury suffered by each individual Class member is relatively small compared to the burden and expense of individual prosecution of the complex and extensive litigation necessitated by SXSW's conduct. It would be virtually impossible for members of the Class individually to effectively redress the wrongs done to them. Even if the members of the Class could afford such individual litigation, the court system could not. Individualized litigation increases the delay and expense to all parties, and to the court system, presented by the complex legal and factual issues of this case. Individualized rulings and judgments could result in inconsistent relief for similarly-situated individuals. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

**VIOLATIONS ALLEGED**

**COUNT I**

**BREACH OF CONTRACT**

54. Plaintiffs incorporate by reference each of the allegations contained in the foregoing paragraphs of this Complaint.

55. Plaintiffs and the Class entered into a contract with SXSW, which SXSW refers to as the Participation and Credentials Terms and Conditions.

**Exhibit 1 - Page 11 of 20**

56. The contract was offered by SXSW and was formed at the time Plaintiffs and the Class accepted it by purchasing their credentials.

57. Plaintiffs and the Class performed their obligations under the contract by providing payment in consideration for Credentials.

58. When the 2020 Festival was cancelled, however, SXSW refused to refund Plaintiffs and the Class the purchase price paid for Credentials.

59. SXSW refused to provide refunds on grounds that the Participation and Credentials Terms and Conditions state that SXSW “does not issue refunds under any circumstances” and that “[a]ny and all payments made to SXSW are not refundable for any reason[.]”

60. The foregoing “Refund and Revocation Policy” provision on which SXSW relied is unlawful and unenforceable, because enforcing the provision would render SXSW’s obligations under the agreement illusory, and thus the Participation and Credentials Terms and Conditions themselves an unenforceable, unilateral option contract.

61. Because the Refund and Revocation Policy unenforceable, it is severed from the contract, allowing Plaintiffs and the Class to pursue the relief to which they are entitled: a refund of all monies paid to SXSW for Credentials for the 2020 festival.

62. As a direct and proximate result of SXSW’s breach, Plaintiffs and the Class have suffered monetary damages.

63. Plaintiffs and the Class seek the return of any amounts paid to SXSW for Credentials, as well as attorneys’ fees, costs and interest.

**COUNT II**

**UNJUST ENRICHMENT**

64. Plaintiffs incorporate by reference each of the allegations contained in the foregoing paragraphs of this Complaint

65. Plaintiffs and the Class conferred a direct benefit on SXSW by purchasing Credentials.

66. SXSW knowingly and willingly accepted and enjoyed the benefits conferred on it by Plaintiffs and the Class.

67. SXSW's retention of these benefits is unjust and inequitable under the circumstances.

68. As a direct and proximate result of SXSW's unjust enrichment, Plaintiffs and the Class are entitled to recover the amount each paid to SXSW for their Credentials, as well as attorneys' fees, costs and interest.

### **COUNT III**

#### **CONVERSION**

69. Plaintiffs incorporate by reference each of the allegations contained in the foregoing paragraphs of this Complaint

70. Plaintiffs and the Class are entitled to a refund of monies paid in exchange for 2020 South by Southwest Festival credentials because the festival was cancelled.

71. Plaintiffs and the Class have demanded that SXSW return their property

72. SXSW has refused to issue refunds to Plaintiffs and the Class, and thus has, unlawfully and without authorization, assumed and exercised dominion and control over that property to the exclusion of, or inconsistent with, the rights of Plaintiffs and the Class.

73. SXSW's conversion has damaged Plaintiffs and the Class in the amount that they paid for 2020 Festival credentials.

**Exhibit 1 - Page 13 of 20**

74. Plaintiffs and the Class are entitled to recover the amount each paid to SXSX for their Credentials, as well as attorneys' fees, costs and interest.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs, on behalf of themselves and the Class, respectfully request that this Court:

- A. Determine that the claims alleged herein may be maintained as a class action under Rule 23 of the Federal Rules of Civil Procedure, and issue an order certifying the Class as defined above;
- B. Appoint Plaintiffs as the representatives of the Class and their counsel as Class Counsel;
- C. Award actual damages and equitable monetary relief to Plaintiffs and the Class and/or order SXSX to return to Plaintiffs and the Class the amount each paid to SXSX;
- D. Award pre-judgment and post-judgment interest on such monetary relief;
- E. Grant appropriate injunctive and/or declaratory relief, including, without limitation, an order that requires SXSX to issue refunds to all members of the Class;
- F. Award reasonable attorneys' fees and costs; and
- G. Grant such further relief that this Court deems appropriate.

**JURY DEMAND**

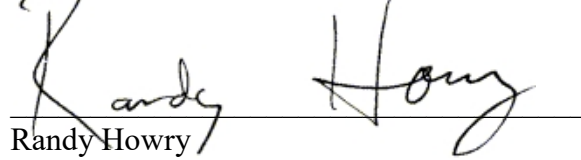
Plaintiffs, on behalf of themselves and the putative Class, demand a trial by jury on all issues so triable.

**Exhibit 1 - Page 14 of 20**

Dated: April 24, 2020

Respectfully submitted,

HOWRY BREEN & HERMAN, L.L.P.

Handwritten signatures of Randy Howry and Sean Breen in black ink, positioned above a horizontal line.

Randy Howry  
State Bar No. 10121690  
[rhowry@howrybreen.com](mailto:rhowry@howrybreen.com)  
Sean Breen  
State Bar No. 00783715  
[sbreen@howrybreen.com](mailto:sbreen@howrybreen.com)  
James Hatchitt  
State Bar No. 24072478  
[jhatchitt@howrybreen.com](mailto:jhatchitt@howrybreen.com)  
1900 Pearl Street  
Austin, Texas 78705-5408  
Tel. (512) 474-7300  
Fax (512) 474-8557

Joseph G. Sauder  
[jgs@sstrialawyers.com](mailto:jgs@sstrialawyers.com)  
Lori G. Kier  
[lgk@sstrialawyers.com](mailto:lgk@sstrialawyers.com)  
Joseph B. Kenney  
[jbk@sstrialawyers.com](mailto:jbk@sstrialawyers.com)  
SAUDER SCHELKOPF LLC  
1109 Lancaster Ave.  
Berwyn, PA 19312  
Tel. (888)-711-9975  
Fax (610) 421-1326

Daniel O. Herrera  
[dherrera@caffertyclobes.com](mailto:dherrera@caffertyclobes.com)  
Kaitlin Naughton  
[knaughton@caffertyclobes.com](mailto:knaughton@caffertyclobes.com)  
CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP  
150 S. Wacker Drive, Suite 3000  
Chicago, Illinois 60606  
Tel. (312)782-4880  
Fax (312)782-7785

Bryan L. Clobes  
[bclobes@caffertyclobes.com](mailto:bclobes@caffertyclobes.com)  
CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP  
205 N. Monroe St.

**Exhibit 1 - Page 15 of 20**

Media, PA 19063  
Tel. (215) 864-2800  
Fax (215) 964-2808

*Attorneys for Plaintiffs and the Class*

# EXHIBIT A



MENU

## PARTICIPATION AND CREDENTIALS TERMS AND CONDITIONS

SXSW, LLC ("SXSW") is proud to produce our family of events, including SXSW® Conference & Festivals, SXSW EDU® Conference & Festival, and SXSW Gaming ("Event(s)").

These SXSW Participation and Credentials Terms and Conditions (the "Terms") apply to you as a participant in any SXSW Events and any individual you are making a purchase on behalf of ("you" "your" or "Participant"), and such Participant's registration, attendance, participation, enrollment, and/or application for involvement in the Events, including, without limitation, your purchase and/or possession of any SXSW Event entry credential(s) whether physical or digital, such as wristbands for the SXSW Music Festival, SXSW Film Festival, and/or SXSW Gaming (collectively referred to as "Wristbands"), badges, tickets, passes, and giveaways (Wristbands, tickets, passes and badges are collectively referred to herein as "Credential(s)"). By clicking "accept" below, and/or by obtaining your Credentials you acknowledge and agree to these Terms.

**1. Applicable Terms.** Paragraphs 1-21 below apply in full if Participant is purchasing Credential(s). If Participant is not purchasing Credential(s) and is only applying for a SXSW program, including, without limitation, an awards program, competition, or other opportunity to demonstrate, display or present an original idea, concept or other work, then only Paragraphs 1-3; 9-21 below apply to Participant.

**2. Official SXSW Credentials and Applications.**

- a. Credentials. SXSW and its agents and representatives are the sole creators, sellers and distributors of SXSW Credentials. Any Credential(s) not created by and legally acquired from SXSW or its authorized agents or representatives will be considered fraudulent and invalid, and subject to revocation. SXSW reserves the right to pursue any and all legal action available against any person or entity involved in the actual or attempted creation, dissemination or use of an unauthorized Credential.
- b. Applications. Any application to participate in SXSW must be submitted through [cart.sxsw.com](http://cart.sxsw.com). Any applications not located on [cart.sxsw.com](http://cart.sxsw.com) do not constitute official SXSW applications.

**3. Refund & Revocation Policy.** No SXSW application fees are refundable. All Credentials are the sole property of SXSW. SXSW may, in its sole discretion and at any time determined by SXSW, cancel, revoke, or refuse from any individual or company the following: Credentials, purchases, and/or hotel reservations made through SXSW. SXSW will not be responsible for any penalty, fee, loss, or expense that might result from such action.

- a. SXSW does not issue refunds under any circumstances. Any and all payments made to SXSW are not refundable for any reason, including, without limitation, failure to use Credentials due to illness, acts of God, travel-related problems, acts of terrorism, loss of employment and/or duplicate purchases. SXSW will not issue refunds for Credentials that have been revoked.
- b. Unused Credentials have no monetary value and cannot be credited to future years or events. SXSW will not issue refunds or credits due to failure to redeem a discount coupon during the registration process. Discounted prices are based on the date payment is received in the SXSW office.
- c. Lost or stolen Credentials will not be replaced. In the event Credentials are lost or stolen, new Credentials will need to be purchased at the full price in effect at that time for a Participant's continued access to the Events, including, without limitation, showcases, parties and conference content.
- d. Use of a Credential by anyone other than the authorized individual will result in revocation of the Credential without a refund.
- e. Before February 14, 2020, SXSW will change the Participant name on SXSW EDU and SXSW Platinum, Interactive, Film, and Music Credentials (other than Wristbands) for a processing fee of \$125 per Credential. On or after February 14, 2020, the processing fee will be \$175 per Credential. Wristbands are non-transferable. Name changes will not be made after a Credential has been issued.

**4. Credentials are Non-Transferable.** SXSW Credentials are issued to, can be picked up by, and used by only the Participant named in the registration. Credentials are non-transferable after they have been picked up.

**5. Wearing Credentials is Required for Entry.** For security reasons, and to allow entry into SXSW Event(s), Participant must wear, possess and present their Credential as follows: badges must be on the SXSW-issued lanyard around Participant's neck while participating in Events, Wristbands must be securely affixed to the Participant's wrist and remain on the Participant's wrist throughout the SXSW Events, and digital Credentials must be presented by the Participant on a digital device in their possession. No other laminates may be worn on the SXSW lanyard for the badge to be valid. If a Credential is not worn or presented correctly by a Participant, SXSW

## MENU

## Exhibit 1 - Page 18 of 20

SXSWWorld®

venue capacity and age restrictions in compliance with state and local laws. Age restrictions and capacity are specific to each venue. Venues may each have their own restrictions limiting entry with certain foods, beverages, or other items such as chairs or bags that are non-transparent or do not fit specified dimensions. Wristbands are valid Credentials for specific Events applicable to the Wristband type, but will not afford the Participant access to: the SXSW Trade Show, conference and keynote sessions, or other SXSW conference activities, unless SXSW specifies otherwise.

**7. Credentials Cannot be Prizes.** SXSW Credentials may not be used as a prize or incentive in any form of promotion, contest, game, or sweepstakes without advance written approval from SXSW.

**8. No Tampering with Credentials.** Tampering with any Credentials, including, without limitation, Wristbands (e.g., stretching, tearing, cutting, taping, etc.) is not permitted. If tampering is evident, the applicable Credential will be invalidated and confiscated and Participant will not be allowed entry to any/all SXSW venues and Events where the Credential is required.

**9. SXSW Lost and Found.** SXSW is not responsible for lost or damaged items dropped off at the Registration Help Desks during the Events. Lost and Found will be located at Registration during the Events. Participants can drop off found items at the Registration Help Desks during the Events. Participants can also email a description of the item and the location it was lost/found to [reg@sxsw.com](mailto:reg@sxsw.com). After ninety (90) days following the event, unclaimed lost and found items may be disposed of at SXSW's discretion.

**10. Image Release.** Photographs and/or audio/video recordings taken at the Events by SXSW, or others on behalf of SXSW, may include a Participant's image, name, voice and/or likeness. By attending and/or participating in the Events, Participant hereby grants SXSW permission to use, and to sublicense to third-parties, the Participant's photograph, image, likeness, voice and statements for any purpose, including, without limitation, commercial purposes, without compensation or credit to the Participant, in any and all media now known or hereafter devised. Participant further acknowledges and agrees to the Photo and Video Policy applicable to the Event that Participant is participating in or purchasing a Credential to attend, which policies are incorporated herein by this reference. (See [SXSW Attendee Photo and Video Policy] (<https://www.sxsw.com/attendee-photo-video-policy/>), SXSW EDU Attendee Photo and Video Policy, and the SXSW Gaming Attendee Photo and Video Policy).

**11. Code of Conduct.** Participant hereby agrees to the [Code of Conduct](<https://www.sxsw.com/attend/code-of-conduct/>) applicable to the Event Credentials Participant is purchasing (See the SXSW Code of Conduct, SXSW EDU Code of Conduct, SXSW Gaming Code of Conduct). If SXSW determines that a Participant violated the SXSW Code of Conduct, SXSW reserves the right, in its sole discretion, to revoke that Participant's Credentials without refund to Participant.

**12. Weapons-Free Policy.** SXSW is a private event and maintains a [Weapons-Free Policy] (<https://www.sxsw.com/weapons-free-policy/>) for the Events. Participant is prohibited from carrying weapons of any kind, including, without limitation, concealed or displayed firearms, and are not permitted to bring weapons onto the premises of any SXSW Events. Participant's bags may be checked prior to entering a venue by: (a) SXSW and its employees, contractors and/or representatives; (b) the venue for SXSW Events; and/or (c) SXSW clients or their representatives. SXSW reserves the right, in its sole discretion, without refund to Participant, to deactivate and/or revoke the Credentials of a Participant if such Participant violates this Weapons-Free Policy. Participant agrees that this policy is in force, and agrees to comply with the policy, regardless of whether signs prohibiting weapons are posted on the premises of any official SXSW Event.

**13. Voluntary Participation & Assumption of Risk.** Participant understands that participating in the Events is voluntary and may involve certain risks of physical injury, damage to property, and other damages or losses that may be sustained by a Participant. Participant assumes all risk of damage, property loss, and/or personal injury which may occur by participating in the Events.

**14. Additional SXSW Policies.** Participant has read, understands, and agrees to the Terms of Use, Privacy Policy and RFID Policy applicable to the Event Participant is participating in or purchasing a Credential to attend, which policies are incorporated herein by this reference. (See the SXSW [Terms of Use](<https://www.sxsw.com/terms-of-use/>), [Privacy Policy](<https://www.sxsw.com/privacy-policy/>), and [RFID Policy](<https://www.sxsw.com/rfid/>), the SXSW EDU [Terms of Use](#), [Privacy Policy](#) and [RFID Policy](#), and the SXSW Gaming [Terms of Use](#), [Privacy Policy](#) and [RFID Policy](#)).

**15. Personal Information.** The SXSW website uses cookies as a collection tool along with personal data that you share with SXSW to tailor marketing to your interests, deliver the goods/services you purchase from SXSW, and to enhance and customize your experience on the SXSW website and at the event. Be sure to review the applicable SXSW Privacy Policy (See the [SXSW Privacy Policy](<https://www.sxsw.com/privacy-policy/>), SXSW EDU Privacy Policy and SXSW Gaming Privacy Policy) for more information about how SXSW collects and uses personal data, and to

MENU

## Exhibit 1 - Page 19 of 20

SXSWWorld®

FOR LOSS OF BUSINESS PROFITS OR OTHER PECUNIARY LOSS, INCLUDING ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR SIMILAR DAMAGES, ARISING OUT OF ANY PARTICIPANT'S USE OF THE CREDENTIALS AND/OR PARTICIPATION IN THE EVENTS, EVEN IF SXSW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**17. NO WARRANTIES.** EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THESE TERMS, PARTICIPANT'S PARTICIPATION IN THE EVENTS, AND ALL SERVICES AND PRODUCTS PROVIDED IN CONNECTION WITH THE EVENTS, ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, AND NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, ARE MADE WITH RESPECT TO THE SAME, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR SAFETY, OR ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING. SXSW EXPRESSLY DISCLAIMS ANY WARRANTIES NOT EXPRESSLY STATED HEREIN.

**18. Indemnification.** Participant agrees to indemnify, defend, and hold SXSW and its officers, employees, volunteers, contractors, suppliers, and representatives harmless from and against any and all claims, demands and all other liabilities, including, without limitation, costs and attorneys' fees, made by any third party arising out of or in connection with Participant's use of the registration(s) or Credentials, or any violation of the Terms by Participant.

**19. Choice of Law.** These Terms are governed by the laws of the State of Texas, without regard to its principles of conflicts of laws. Participant and SXSW hereby irrevocably submit to the exclusive jurisdiction of the United States federal and state courts located in Austin, Texas and agrees that any such court will be the proper forum for the determination of any dispute arising hereunder.

**20. Updates to Terms.** SXSW reserves the right to make changes to the Terms at any time without notice to Participant, so please check back and review the Terms from time to time.

**21. General Provisions.** Nothing in this agreement establishes an agency, partnership or joint venture between the parties, or relationship of employer or employee, between the parties (or between either party and the other party's personnel). Headings are included for convenience only and will not be used to construe these Terms. In the event that any term or provision of these Terms is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other term or provision hereof (which will remain in effect), and the parties agree thereafter to use their best efforts to substitute a provision of similar economic intent and effect.



## STAY TUNED

Email\*

SUBSCRIBE

Sign up to receive the latest announcements, tips, networking invitations and more.

### FOLLOW US



About  
About SXSW  
History  
Community  
Careers  
SXSW Email Hub  
SXSWorld® Magazine  
Photo Galleries  
Merch  
Contact Us

SXSW Events  
SXSW EDU®

Press  
Press Center  
Press Accreditation

Sales & Sponsorship  
Marketing at SXSW  
Sponsorship Opportunities  
Exhibitions Opportunities  
Advertising Opportunities  
Custom Opportunities

Attending SXSW  
Registration Info  
Housing Info

## Exhibit 1 - Page 20 of 20

SXSWWorld®

SXSW Accessibility

Participation & Credentials Terms

Registration & Housing FAQ

MENU

Technology Partners

©2019-2020 SXSW, LLC. SXSW®, SXSW EDU®, and South by Southwest® are trademarks owned by SXSW, LLC. Any unauthorized use of these names, or variations of these names, is a violation of state, federal, and international trademark laws.

[Privacy Policy](#) | [Trademark Guidelines](#) | [Terms of Use](#) | [Copyright Notice](#)